

# MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS

Sam Polles, Ph.D Executive Director

**Quote Proposal for Services** 

**Advertisement Date:** 

July 23, 2015

Repair to Raceway Pavilion

Opening Date: 2:00 PM August 03, 2015

Quotes Received Until: 2:00 PM August 03, 2015

# MS DEPARTMENT OF WILDLIFE, FISHERIES, & PARKS

# **BID QUOTATION FORM & SPECIFICATIONS**

## **Project Name:**

Raceway Pavilion Repair

### **Project Location:**

North Mississippi Fish Hatchery and Visitor Education Center P.O. Box 100 457 CR 36 Enid, Mississippi 38927

#### Contact:

Emily-Jo Wiggins, Facility Manager

Phone Number: 662-563-8688 Visitor Education Center

Bidders must inspect the structure prior to submitting a quotation.

# **DESCRIPTION AND SCOPE OF WORK:**

#### Base Bid:

Scope of work shall be based upon attached Drawings A1 and A2, dated March 18, 2015, and as otherwise defined in the written scope contained herein. The Contractor shall furnish and provide all labor and materials to complete the select demolition areas of the existing EIFS finish coat, exterior gyp sheathing, and related work as described in the Drawings. The Scope of the Work includes installation of gypsum sheathing, EIFS finish coat, concealed fastener metal soffit panels, trim, and other related work required to provide a complete repair of existing structural beam cladding and new metal soffit installation.

Material specifications for construction materials shall match existing, where applicable, or as otherwise noted in the Drawings. Material data sheets, product information, color charts, and/or shop drawings for specified items shall be submitted for approval prior to construction. No work shall commence until an approved submittal is returned to the Contractor. Items requiring the submittal process are as follows:

- 1. Gypsum Sheathing (Product Data) Selection shall match existing.
- 2. Exterior Insulation and Finish System (Product Data) Selection shall match existing.
- 3. Concealed Fastener Metal Panels (Shop Drawings and Product Data are required. Provide Mfg's standard 20 year warranty)

Drawings A-1.7, A-1.8, and Specification Section 07240 from original Construction Documents, dated 08/29/04, are attached for reference purposes. The Contractor must verify all field conditions and dimensions prior to submitting a bid quotation and prior to commencement of work.

The Contractor is responsible for the disposal of all demolition materials and construction debris at an approved off-site location. The building site shall be kept orderly at all times, and the contractor shall clean the project site at the end of each day.

Care shall be taken not to disturb any portion of the existing facility or grounds which are not slated for demolition. Protective measures shall be in place prior to commencement of any construction activities. Any damage to existing roads, parking, concrete/asphalt paving, concrete sidewalks, utilities, landscape, or other appurtenances, caused by the Contractor, shall be fully restored to the satisfaction of MDWFP at no additional cost to the Owner.

The surrounding buildings and grounds shall be active and open to the public throughout construction process. Protective measures must be in place to delineate the work area as a construction zone with access limited to Contractors' workers. The Contractor shall coordinate limits of construction zone with the Facility Manager.

The Contractor shall keep the site clean at all times. Location of lay-down areas and stored materials shall be coordinated with Manager prior to delivery.

### **COMPLETION:**

All work shall be completed within 90 calendar days after issuance of the Notice to Proceed.

### **GUARANTEE/WARRANTY:**

The Contractor shall provide Guarantee of the Work, on company letterhead, guaranteeing the Work to be free from defective or non-conforming materials and workmanship for a period of one (1) year from date of Substantial Completion. The Contractor will replace any non-conforming or defective work promptly, to the requirements of the Drawings and Specifications, and at no additional cost to the Owner.

Material and equipment warranties, as applicable, shall be the manufacturer's standard warranty for the specified product, unless noted otherwise.

#### PERFORMANCE AND PAYMENT BONDS:

In accordance with MS Code 1972 Annotated, 31-5-51, a performance bond and payment bond are required in an amount not less than the bid quotation amount except whenever a contract is less than Twenty-five Thousand Dollars (\$25,000.00) and a lump sum payment is made at the completion of the job. Lump sum payments will not be made until completion and acceptance by the Department of Wildlife, Fisheries, and Parks. In such a case a performance bond or payment bond will not be required.

# **INSURANCE:**

If awarded this job, SB 3147, Laws of 2000, requires contractors of construction, repair, and maintenance jobs in excess of \$5,000 to provide certificate of general liability insurance of at least \$1,000,000 for bodily injury and property damage. Insurance is required for on-site labor only.

# **WORKERS COMPENSATION:**

Per MS Code 71-3-5, Workers Compensation Coverage is required when, and if, there are five (5) or more workers.

#### **CONTRACTOR'S TAX:**

Per MS Code 27-65-21, Contactor is responsible for payment of contractor's tax of 3 ½ percent if compensation exceeds \$10,000.

# **PATENTS AND ROYALTIES:**

Contractor covenants to save, defend, keep harmless, and indemnify MDWFP and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost--including court costs and attorney's fees, charges, liability, and exposure, however caused--for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by MDWFP. If Contractor uses any design, device, or material covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

#### **INDEMNIFICATION:**

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

#### **MISCELLANEOUS:**

The contractor will be responsible for adhering to, and compliance with, all federal, state, and local laws, regulations, codes, and standards pertaining to the performance of all work related to this project as described in the bid quotation form and/or project Drawings and Specifications.

The Department of Wildlife, Fisheries, and Parks will not be responsible for the contractor's means, methods, techniques, sequences, procedures of construction, or safety precautions and programs related to all work as described in the inquiry and/or project specifications.

# **E-VERIFY – EMPLOYEE STATUS VERIFICATION SYSTEM:**

Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status

verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State, and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following: a) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or, c) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

## **E-PAYMENT:**

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

## **BID QUOTATION**

We, the undersigned, submit the following bid quote to provide select demolition and installation of new metal soffit and related work at the Raceway Pavilion, North Mississippi Fish Hatchery and Visitor Education Center, according to the Description and Scope of Work, Drawings, and Specifications as herein described and attached, and in compliance with all local, state, and federal laws. Bid quotation includes all labor and materials, fees, and permits.

BASE BID:		Dollars
	(\$	.00)
Submitted By (Signature): (Bid quotation must be signed and dated)		Date:
Submitted By (Print Name):		
Name of Bidder (Company):		
Address of Ridder		
Certificate of Responsibility No.:		
Phone: ()		
Fax: ()		
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Return all completed Bid Quotation Forms by August 03, 2015, at 2:00 p.m. Completed forms may be faxed to 601-432-2203 or may be mailed, or emailed, to one of the following addresses:

Mississippi Department of Wildlife, Fisheries, and Parks ATTN: Tom Holman, Fisheries Bureau 1505 Eastover Drive Jackson, MS 39211-6374 tomh@mdwfp.state.ms.us





